

## **City of Kirkland**

### **Request for Proposals**

#### **Consultant Services in Developing an Art Integration Plan for the Cross Kirkland Corridor**

#### **Job Number 52-15-CMO**

### **Introduction**

The City of Kirkland is soliciting proposals from qualified consultants or consultant teams (consultant) with specific experience in public art master planning for the purpose of developing a Public Art Integration Plan (PAIP) for the Cross Kirkland Corridor (CKC). The selected consultant will work with the City of Kirkland and the City Cultural Arts Commission to gather and utilize broad public comments to create the PAIP. The City of Kirkland seeks a consultant or consultant team acquainted with national trends and best practices related to public art; preferably public art strategies that are employed to generate interest and excitement for linear park systems with aspirations of becoming alternative transportation routes as well as a community and regional tourism and recreation assets. Expertise in generating and channeling broad public involvement to delineate art strategies is equally important.

### **Purpose**

The goal of the PAIP is to create a vision and guidance documents to implement future public art on the CKC by developing a unified community vision, clarifying key themes and values and providing direction for the selection, creation, placement and maintenance of public art throughout the CKC. In addition, the PAIP will serve as a tool to seek funding to implement temporary and permanent art on the CKC by providing a short-term, mid-term and long-term schedule and funding estimates for art implementation.

The PAIP will provide direction and guidelines to the Cultural Arts Commission, City Council, staff and the community on art activations along the CKC. There is an expectation that art will become a celebrated and integral part of the corridor experience for community members and visitors.

### **Background**

The Cross Kirkland Corridor traverses Kirkland, from the South Kirkland Park and Ride, the City's southern boundary with the City of Bellevue, to the City's Totem Lake Business District near the northern boundary with the City of Woodinville. In 2012, the City of Kirkland purchased this 5.75 mile segment of the 42-mile Eastside Rail Corridor. Since that time, the community has actively embraced the opportunity to develop the CKC as an active recreation and multi-modal transportation corridor that other eastside communities might emulate.

### **Master Plan**

To meet this goal, the City hired The Berger Partnership in 2013 to develop the Cross Kirkland Corridor Master Plan. The Master Plan was adopted by the City Council in June 2014. The Master Plan's purpose is to serve as a guidance document to delineate the physical attributes of the corridor (character zones), identify some basic design elements for a regional paved trail and a regional transit pathway along the corridor, and locate access points, the types and locations of amenities, and the design of road crossings.

Through extensive research and gathering of public input, unique attributes and opportunities for future growth and development were recommended for each of the character zones.

### **Public Art Integration Plan**

While the CKC Master Plan provided important information, a plan is needed to build on some general recommendations and to develop additional details and more specific guidelines regarding art activations. Anticipating the PAIP, the Cultural Arts Commission contracted with a public art consultant, Perri Howard, VMG, to produce a framework for the PAIP that delineates the suggested process and desired outcomes of the PAIP.

It is desirable that the selected consultant build upon this framework or outline as it is based on a successful process that was utilized in neighboring Redmond, WA, (and in this way does not require the consultant to ‘recreate the wheel’), and meets the city’s objectives of providing for broad public involvement, and a diverse collection of art that is sensitive to character zones and other infrastructure and performance requirements of the corridor.

### **Qualifications**

Minimum qualifications include previous experience in developing public art master plans for communities and municipalities, previous experience in public participation processes, the ability to gather and evaluate qualitative data, and effectively communicate and build consensus among varied constituents.

### **Tentative Schedule of Events**

- RFP Release Date: June 12, 2015
- Deadline for Questions: June 26, 2015 by 5:00 pm
- Answers to Questions Released: June 30, 2015 by 5:00 pm
- Proposal Due Date : No later than 3:00 pm on July 10, 2015
- Proposer Presentations: July 15, 2015
- Proposer Selection: July 20, 2015

### **Submittal Instructions**

Proposals must be received by no later than **3:00 pm on Wednesday, July 10, 2015.**

We encourage that proposals be submitted by email. Emailed proposals should include “CKC Art Integration Plan” in the subject line and be addressed to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). (Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB).

As an alternate to email, sealed proposals can be mailed or delivered to:

City of Kirkland  
Attn: Purchasing Agent – Job #52-15-CMO  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

## **Questions**

All questions are to be submitted by email to Philly Hoshko, Special Projects Coordinator, at [phoshko@kirklandwa.gov](mailto:phoshko@kirklandwa.gov) by 5:00 pm on June 26, 2015.

## **Contract**

The selected consultant will be expected to execute a standard City of Kirkland Professional Services Agreement (Sample attached).

## **Proposal Format and Contents:**

### **1. COVER PAGE**

### **2. EXECUTIVE SUMMARY**

### **3. CONTACT INFORMATION AND EXPERIENCE**

- **Contact Information:** Name, title, email and contact information of person able to enter into agreements for the consultant or firm. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party.
- **Central Point of Contact:** Consultant must provide a central point of contact for the project. This person would be the go to when staff have questions or issues during the planning process.
- **Qualifications and Experience:**
  - Total number of years in operation, general scope of services provided and areas of expertise.
  - Number of years the firm has been providing art planning services.
  - Number of years the firm has been providing public participation services.
  - Provide a description of each team member's qualifications related to the Scope of Work, art planning and public involvement processes that the applicant has been involved in.
  - Describe experience working with local government.
  - Provide resumes of team members involved with the project.
  - List comparable projects.
  - Provide five business references including names, addresses, phone numbers and emails.

### **4. SCOPE OF WORK**

- **Project Implementation and Timeline:** The City's proposed start date for this project is August 2015 and completion date December 2015. It is anticipated that the community outreach and public input will take approximately two months to complete and the art integration plan development another two months. Describe how you or the Team will respond to this timeline. The proposal should include a detailed project implementation plan including specific tasks, who performs those tasks and a timeline for project completion.
- **Community Outreach and Public Participation:** Coordinate the community input process to create a unified community vision for art along the Cross Kirkland Corridor including but not limited to surveys, public meetings, stakeholder interviews and focus groups. This process should also include work sessions with staff, the Cultural Arts Commission, Cross Kirkland

Corridor Service Team, the City Council and other community stakeholders and should result in recommendations concerning programming and physical artworks needed to serve the community's needs and interests. Please provide details in your proposal about the number of interviews you anticipate needing, anticipated time and location of public meetings and other specific and detailed information about the public participation process.

#### Deliverables

- Work plan detailing the community outreach strategy and timeline
- Graphic and written information to support the public outreach efforts
- On-site educational programming related to public art
- Presentations to Public Boards, Commissions and City Council as needed
- A minimum of five public meetings

### 5. ART INTEGRATION PLAN

Develop a plan that articulates vision, goals, concepts, siting and prioritization of artwork on the CKC. The Art Integration Plan should include but is not limited to the following elements:

- Summary of research, observations and community outreach resulting in the community vision and goals for art integration on the CKC.
- Suggestions and rationale for themes or aspects of the community's unique character (together with themes already delineated in the Framework Document) to be illustrated by public art on the CKC.
- Suggestions and rationale for the placement of artwork at specific sites to support and enhance the community's goals of the character zones outlined in the Master Plan.
- Suggestions and rationales for happenings, time-based art, temporary art, cultural events or any other arts and culture-related activities that will support and enhance the community's goals
- An implementation strategy that includes priorities for the short term (6 months to two years), midterm (two to five years) and long term (five to ten years) as well as estimated costs associated with each priority. The implementation strategy should keep in mind that the current interim trail will transition to a permanent trail and art placement must consider this eventuality.
- Funding strategies to support art activations in concert with local, regional and national philanthropic opportunities such as, 4Culture, ArtPlace or the National Endowment for Art's Our Town Program.

#### Deliverables

- Cost estimates for plan implementation
- Public Art Integration Plan delivered on flash drive in both PDF and original format (such as Word), 10 bound copies and a PowerPoint presentation.

## 6. BUDGET

The total budget for the development of a Public Art Integration Plan is \$20,000. The budget is intended to cover the expense of a Consultant, Consultant Team or Firm to conduct research, gather community input, and develop a plan that articulates goals, suggests art that will support these goals, identifies resources and proposes prioritized strategies and a timeline as noted above with costs estimates for implementing art on the Cross Kirkland Corridor. (Detailed estimates will be developed in a later phase). The proposal shall clearly state all of the costs associated with the project broken down by category of products and services. The project costs should include all expenses that will be charged to the City including but not limited to:

- Cost for professional services broken down by each type of service
- Communications
- Document reproduction
- Travel and Expense
- Taxes
- Other fees

### **Attachments and Resources**

- [Cross Kirkland Corridor Master Plan](#)
- [Cross Kirkland Corridor Art Integration Framework Plan](#)
- [Cultural Arts Commission Website](#)
- [Cross Kirkland Corridor Website](#)
- [Kirkland Tourism Website](#)
- [Map of the Eastside Rail Corridor](#)



## **PROFESSIONAL SERVICES AGREEMENT**

## ***Sample Contract***

Job Name and Number

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The City of Kirkland, Washington, a municipal corporation ("City") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Consultant"), agree and contract as follows:

### **I. SERVICES BY CONSULTANT**

- A. The Consultant agrees to perform the services described in Attachment \_\_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

### **II. COMPENSATION**

- A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### **III. TERMINATION OF AGREEMENT**

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event

the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

#### **VI. COMPLETION DATE**

The estimated completion date for the Consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

#### **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

#### **VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

#### **IX. HOLD HARMLESS/INDEMNIFICATION**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.



**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**F. Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his

or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, \_\_\_\_\_. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Marilynne Beard, Deputy City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_